

Amendments to the Drawings:

Attached is a replacement sheet illustrating a revised FIG. 4C. In responding to the present Office Action, it came to the Applicants' attention that the "YES" and "NO" labels for the paths of decisional block 462 were reversed. Accordingly, the revised FIG. 4C corrects the previous error. Support for the amendment to the drawing may be found at Page 21, lines 3-10 of the application, which discusses FIG. 4C and in particular, decisional block 462.

REMARKS/ARGUMENTS

Following a Board decision rendered on May 5, 2008, Claims 26 and 35-42 are pending. In the Office Action, the Examiner objects to Claims 39 and 42 for informalities. Claims 26 and 35-42 are rejected under 35 U.S.C. § 112, first paragraph as failing to comply with the written description requirement. Claims 26 and 35-41 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Pat. App. Pub. No. 2002/0010698 to Shin et al. ("Shin") in view of U.S. Pat. App. Pub. No. 2002/0082910 to Kontogouris ("Kontogouris"). Claim 42 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Shin and Kontogouris in view of U.S. Pat. App. Pub. No. 2005/0123135 to Goddard ("Goddard").

Applicants appreciate the Examiner granting the telephonic interview of August 19, 2008, during which the distinctions between the cited references and the claims as well as proposed claim language to overcome the § 112 rejection were discussed. Applicants have amended Claims 39 and 42 to overcome the objections for informalities. Independent Claims 35, 36, 39, and 42 have been amended to overcome the § 112 rejection and further patentably distinguish the cited references in light of the Examiner interview. Claims 21-25, 27, and 33-34 have been cancelled to reflect the affirmation of the previous rejections in the Board decision of May 5, 2008. New independent Claim 43, which includes all of the recitations of Claim 26 rewritten in independent form, has been added. Consequently, Applicants have cancelled Claim 26. New dependent Claims 44-47 have also been added. In light of the amendments and subsequent remarks, Applicants respectfully submit that the claims are in condition for allowance.

The Rejection of Claims 26 and 35-42 under § 112 is Overcome

The Examiner finds that Claims 26 and 35-42 fail to comply with the written description requirement, positing that the feature "the selected content is repeatedly presented until a locking requirement is met" is not supported in the specification. Applicants have amended independent Claims 35, 36, 39, and 42 to recite the selected content is presented upon each occurrence of a predefined condition associated with the selected content until the first locking requirement is met. New independent Claim 43,

which includes the recitations of Claim 26 rewritten in independent form, also includes this recitation. As discussed during the telephonic interview, support for this recitation may be found at several locations in the specification. The “selected content” may be, for example, a ring tune or screen saver. *See, e.g.*, Page 10, lines 14-16 of the present application. The selected content may have a “predefined condition associated with the selected content” in that the selected content may be presented upon the occurrence of the predefined condition. For example, as is well known in the art, a ring tune may be played upon each receipt of an incoming call (*See, e.g.*, page 12, line 21 – Page 13, line 1 of the present application) and a screensaver may be displayed upon the elapse of a timeout period, such as a period of time during which a computing device is not actively used by a user. Further, page 13, lines 12-14 describe that a ring tune to be played may be locked content.

Page 8, lines 7-17 of the application provides a further example, wherein the selected content may be a movie’s theme song that may be locked in the user device as a tune until a locking requirement is met. Examples of locking requirements presented in this excerpt include a specified period of time, an amount of usage time for the user device, and a specified number of usages of the content. Thus, using the ring tune example, if the locking requirement is a specified amount of time, the ring tune may be played, i.e., presented, each time an incoming call is received during the period of time. If the locking requirement is an amount of usage time, the ring tune may be played each time an incoming call is received until the amount of usage time has been satisfied. If the locking requirement is a specified number of usages of the content, the ring tune may be played each time an incoming call is received until a number of incoming calls corresponding to the specified number of usages have been received.

The Rejection of Independent Claims 35, 36, 39, and 42 under §103(a) is Overcome

The Examiner finds that independent Claims 35, 36, and 39 are unpatentable over Shin in view of Kontogouris. The Examiner finds that Claim 42 is unpatentable over Shin in view of Kontogouris and further in view of Goddard. Briefly, the Shin publication describes a method of securing electronic documents and/or text messages that are transmitted through a network. *See* Shin at ¶¶ 0008-0009. These electronic

documents are secured by a locking function that locks the message (i.e., prevents the message from being presented) until some predefined locking condition is satisfied. *See, e.g.,* Shin at FIG. 3C. Exemplary locking conditions include a date on which the electronic document can be opened, a particular reader who can open the electronic document, or questions that a potential reader must answer correctly in order to access the locked electronic document. *See* Shin at ¶ 0023. These locking conditions are chosen by the drafter of the electronic document and prevent the reader from accessing the document unless the locking conditions are satisfied. *See* Shin at ¶ 0024.

Accordingly, Shin teaches away from the claimed invention, in that amended independent Claims 35, 36, 39, and 42 recite the selected content is presented upon each occurrence of a predefined condition associated with the selected content until the first locking requirement is met. Indeed, The Office Action states that “Shin does not expressly disclose the selected content is repeatedly presented until the first selected locking requirement is met.” Although, Applicants have made a clarifying amendment to independent Claims to overcome the 112 rejection, Applicants submit that Shin also does not teach or suggest that the selected content is presented upon each occurrence of a predefined condition associated with the selected content until the first locking requirement is met. The Office Action instead relies on Kontogouris as teaching the former recitation of repeatedly presenting selected content until the first selected locking requirement is met.

Briefly, Kontogouris is directed to an advertising system and method which provides advertisers with an accurate way of measuring response, and banner advertisement therefore. In this regard, Kontogouris teaches an advertising system and method in which one or more banner advertisements are displayed when a user requests an electronic service or content and arranged to ensure a positive response by preventing access to an electronic address, service or content unless the user correctly responds to the advertisement. *See, e.g.,* Abstract of Kontogouris.

The Office Action posits that one of ordinary skill in the art would have been motivated to combine Shin and Kontogouris “because it prevents unauthorized access the locked content and conveniently provides incentives in a format suitable for mobile

devices.” Applicants initially note that the stated motivation is the opposite of the claimed invention. In this regard, the amended independent claims recite the selected content is presented upon each occurrence of a predefined condition associated with the selected content until the first locking requirement is met. Thus, the locked content in the claims is presented, unlike the combination cited in the Office Action. Further, Kontogouris, like Shin teaches preventing access to the selected locked content, i.e. the requested content, electronic address, or service. *See, e.g.*, Abstract of Kontogouris. Accordingly, both of the cited references teach preventing access to the locked content, whereas the claims recite the selected content is presented upon each occurrence of a predefined condition associated with the selected content until the first locking requirement is met. Applicants therefore respectfully submit that neither Shin nor Kontogouris, taken alone or in combination, teaches or suggests the selected content is presented upon each occurrence of a predefined condition associated with the selected content until the first locking requirement is met. Goddard also does not teach or suggest that the selected content is presented upon each occurrence of a predefined condition associated with the selected content until the first locking requirement is met and is not cited for such.

Although, Applicants respectfully disagree with the assertion of Kontogouris as a reference as argued above, Applicants have amended independent Claims 35, 36, 39, and 42 to further patentably distinguish Kontogouris. In the telephonic interview, the Examiner stated that the prevention of access to requested content through the display of a banner advertisement until user interaction resulted in a positive response taught the former recitation of independent Claims 35, 36, 39, and 42 that the selected content is repeatedly presented until the first selected locking requirement is met. Applicants disagree with this assertion in that Applicants regard the “selected/locked content” of Kontogouris to be the requested content for which access is prohibited until a user interacts with a banner advertisement in a specified manner, which may be regarded as a locking requirement. In contrast, the “selected/locked content” of the claims is displayed until the locking requirement is met. Even though Applicants respectfully disagree with the Examiner’s position that the banner advertisement is the selected/locked content,

amended independent Claims 35, 36, 39, and 42 recite that the selected content is presented upon each occurrence of a predefined condition associated with the selected content until the first locking requirement is met. Thus, even if the banner advertisement of Kontogouris may be regarded as "selected content," it is presented only a single time following a request for content until the locking condition, i.e., interacting with the advertisement, is met. In contrast, the claims recite the presentation of selected content, such as, for example, a ring tune, upon each occurrence of a predefined condition, such as, for example, an incoming phone call, until the first locking requirement, such as, for example, a specific period of time, has been met.

Accordingly, Applicants respectfully submit that independent Claims 35, 36, 39, and 42 are patentably distinguishable from Shin, Kontogouris, and Goddard, taken alone or in combination, such that the rejection is overcome.

The Rejection of Dependent Claims 37, 38, 40, and 41 under §103(a) is Overcome

Because dependent Claims 37, 38, 40, and 41 include each of the recitations of a respective independent claim, Applicants further submit that the dependent claims are distinguishable from the cited references, taken alone or in combination, for at least those reasons discussed above and are in condition for allowance.

New Independent Claim 43 is Patentably Distinguishable from the Cited References

New independent Claim 43 is directed to a method and includes all of the recitations of now-cancelled Claim 26 rewritten in independent form. Claim 43 additionally includes the recitation of presenting the selected content upon each occurrence of a predefined condition associated with the selected content, which Applicants submit is neither taught nor suggested by any of the cited references, taken alone or in combination, as argued above in connection with Claims 35, 36, and 39. Applicants therefore submit that Claim 43 is patentably distinct from the cited references and in condition for allowance.

New Dependent Claims 44-46 are in Condition for Allowance

New dependent Claims 44-46 depend from Claim 43 and correspond to former Claims 24, 33, and 34, respectively. Because dependent Claims 44-46 include each of the recitations of independent Claim 43, Applicants submit that dependent Claims 44-46 are patentably distinguishable from the cited references, taken alone or in combination, for at least those reasons discussed above and are in condition for allowance.

New Dependent Claim 47 is in Condition for Allowance

New dependent Claim 47 depends from Claim 39 and further refines the selected content to be a ring tune advertisement and recites that presenting the selected content with the user device upon each occurrence of a predefined condition associated with the selected content comprises presenting the selected ring tune advertisement upon each receipt of an incoming call. Support for this Claim may be found at least at page 13, lines 12-14 and Page 8, lines 7-17 of the present application. Because dependent claim 47 includes each of the recitations of independent Claim 39, Applicants submit that dependent Claim 47 is patentably distinguishable from the cited references, taken alone or in combination, for at least those reasons discussed above and is in condition for allowance.

CONCLUSION

In view of the amended claims and remarks presented above, it is respectfully submitted that all of the present claims of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicants' undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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